



PHILIP L. BROWNING  
Director

**County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

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August 09, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

19 August 9, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

**RECOMMENDATION TO AWARD A CONTRACT TO THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA TO PROVIDE PREPARATION AND SUPPORT FOR FAMILIES CONSIDERING  
ADOPTING CHILDREN WITH SPECIAL NEEDS  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) requests the Board's approval to execute the Preparation and Support (P&S) for Families Considering Adopting Children with Special Needs contract with the Regents of the University of California (Regents of UC) effective September 1, 2016, through August 31, 2017, with the County's option to extend for two additional one-year terms.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or his designee, to prepare and execute a contract (substantially similar to that in Attachment A) with the Regents of UC, for the provision of P&S services, effective September 1, 2016, through August 31, 2017, with County option to extend for two additional one-year periods. The aggregate three-year Maximum Contract Amount is \$945,000, if both of the optional one-year extensions are exercised. The annual Maximum Contract Amount is \$315,000, financed by 75% (\$236,250) Federal revenue, 17.5% (\$55,125) State revenue, and 7.5% (\$23,625) net County cost. Funding is included in the Department's Fiscal Year (FY) 2016-2017 Adopted Budget and will be included in the Department's budget request for subsequent years.
2. Delegate authority to the Director of DCFS, or his designee, to exercise the two one-year extension options by written notice or amendment, provided that sufficient funding is available and prior approval is obtained from County Counsel. Upon execution of such extensions, the Director of DCFS, or his designee, will notify the Board and CEO in writing within 10 working days after the

execution.

3. Delegate authority to the Director of DCFS, or his designee, to further extend the contract by written notice or amendment for an additional six months on an automatic month-to-month basis from September 1, 2019 through February 28, 2020, as allowed by the CDSS Manual of Policies and Procedures, Section 23-622.2; if such time is necessary to allow time to complete the solicitation, provided that sufficient funding is available and prior approval is obtained from County Counsel. Upon execution of such extension, the Director of DCFS, or his designee, will notify the Board and CEO in writing within 10 working days after the execution.

4. Delegate authority to the Director of DCFS, or his designee, to execute amendments with the Regents of UC, to increase or decrease the maximum contract amount by no more than 10% of the original Maximum Contract Sum during the contract term to accommodate increases or decreases in units of service provided: a) the amendment does not include cost of living adjustments, b) sufficient funding is available for increases, and c) County Counsel approval is obtained prior to executing the amendment. The Director of DCFS, or his designee, will notify the Board and CEO in writing within 10 working days after the execution of such amendment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The current contract will expire on August 31, 2016. The recommended actions will allow DCFS to continue to provide P&S services without interruption to prospective adoptive parents and adoptive families of children with special needs, from newborn to 17 years, particularly those children with prenatal exposure to alcohol and other substances. The P&S services include recruitment, training, consultations and assessments to match special needs children with prospective adoptive parents, and aftercare services to assist the adoptive families. The P&S program educates prospective adoptive parents to make informed decisions about adopting special needs children. The P&S services focus on hard-to-place children with biological vulnerabilities and multiple placements. These services promote permanency for these children by preparing the adoptive parents and families for the challenges related to parenting special needs children. Additionally, a new component, Therapeutic Grief Intervention (TGI) for families participating in "Concurrent Planning" has been added to this P&S new contract's scope of work. The TGI services include support groups and individual counseling for prospective adoptive families who are dealing with the loss or potential loss of a child in their home whom they were hoping to adopt. These services were previously provided by the Diligent Recruitment services contract, which ended on September 30, 2015.

The new contract contains specific performance targets that 50% of the families who receive P&S services will complete their family assessment process, at least 50% of the children evaluated under the program will be matched to a permanent family, 50% of the families who commit to an adoptive placement through assessment/consultations process will proceed with the adoption, and 80% of the families in transition will agree to or have taken another foster child into their care.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal No. 1 – Operational Effectiveness: Maximize the effectiveness of process by increasing access to adoption related services; Goal No. 2 – Children, Family, and Adult Well-Being: Maximize Resources by coordinating recruitment from other programs; and Goal No. 4 – Health and Mental Health by

improving effectiveness of the Department's Children's Social Workers and by promoting proven service models that are client-centered and family-focused. The contract is also consistent with the DCFS goal of decreasing timelines to permanency.

### **FISCAL IMPACT/FINANCING**

The estimated aggregate three-year Maximum Contract Amount is \$945,000, if both of the optional one-year extensions are exercised. The annual Maximum Contract Amount is \$315,000 for each of the three years. The contract costs will be financed by 75% (\$236,250) Federal revenue, 17.5% (\$55,125) State revenue, and 7.5% (\$23,625) net County cost. Funding is included in the Department's FY 2016-2017 Adopted Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On February 7, 2012, the Board approved the current P&S contract with the Regents of UC for the provision of P&S services effective March 1, 2012 through February 28, 2013, with two additional County option years through February 28, 2015. Since the Regents of UC has been the sole source contractor providing the P&S services for the past 13 years, DCFS obtained approvals from the California Department of Social Services (CDSS) and the Board to extend the contract from March 1, 2015 through August 31, 2016, to allow sufficient time to procure a new P&S contract via a Request for Proposals (RFP) solicitation to ascertain whether the current contractor is the only source willing and able to fulfill the contract.

The Regents of UC agrees to meet the requirements for insurance coverage, and the CEO Risk Management has confirmed that the Regents of UC has an acceptable self-insurance program. The new contract provides that each party will indemnify the other party for their own acts and omissions related to the contract. Either party may terminate the contract for convenience by giving ten (10) days written notice to the other. All contract provisions have been reviewed and approved by County Counsel.

The Department evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this contract. These services cannot be effectively performed by County employees because they require the development and utilization of resources that are not available in the County system.

County Counsel has reviewed the contract and Board letter. The attached contract has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

DCFS released a RFP solicitation on June 30, 2015. The RFP advertisement was posted on the County's and DCFS' websites, and the vendors who registered on the County Webven were notified via e-mails. Two (2) interested organizations attended the Proposers' Conference on July 29, 2015. On the proposals due date, August 26, 2015, DCFS received one (1) proposal from the Regents of UC. The proposal was determined to be responsive and responsible.

### **CONTRACTOR PERFORMANCE**

The Contractor has met minimum performance standards to recommend a new contract.

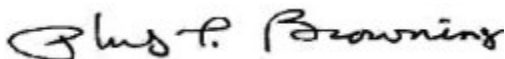
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the new contract will allow the Department to continue to provide P&S services to prospective adoptive parents and adoptive families of children with special needs. The P&S program educates prospective adoptive parents to make informed decision about adopting special needs children, prepares the adoptive parents and families for the challenges related to parenting those children, and conduct multidisciplinary assessments on some of the hardest to place children so that families will know what services will be required to meet the needs of the children. The TGI provides support groups and individual counseling for prospective adoptive families who are dealing with the loss or potential loss of a child in their home whom they were hoping to adopt.

**CONCLUSION**

Upon Board approval, the Executive Officer, Board of Supervisor, is requested to return one adopted stamped Board letter to the Department of Children and Family Services.

Respectfully submitted,



PHILIP L. BROWNING

Director

PLB:KR:LTIDLM:T  
N:ew

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

**PREPARATION AND SUPPORT FOR FAMILIES ADOPTING  
CHILDREN WITH SPECIAL NEEDS**

**(CFDA# 93.659)**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**



**AND**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

**CONTRACT NUMBER 16-09-01**

September 1, 2016

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
**PREPARATION AND SUPPORT FOR FAMILIES ADOPTING  
CHILDREN WITH SPECIAL NEEDS**

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## **EXHIBITS**

EXHIBIT A	STATEMENT OF WORK
EXHIBIT B	LINE ITEM BUDGET AND BUDGET NARRATIVE
EXHIBIT B-1	PRICING SHEET
EXHIBIT C	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
EXHIBIT D	CONTRACTOR's Acknowledgement and Confidentiality Agreement
EXHIBIT D-1	CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement
EXHIBIT D-2	CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement
EXHIBIT E	Auditor-Controller Contract Accounting and Administration Handbook
EXHIBIT F	Internal Revenue Notice 1015
EXHIBIT G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
EXHIBIT H	Safely Surrendered Baby Law Fact Sheet
EXHIBIT I	CONTRACTOR's Administration
EXHIBIT J	COUNTY's Administration
EXHIBIT K	Charitable Contributions Certification
EXHIBIT L	Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program
EXHIBIT M	Confidentiality of CORI Information

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
**PREPARATION AND SUPPORT FOR FAMILIES ADOPTING  
CHILDREN WITH SPECIAL NEEDS**

Preparation and Support (P&S) for Families Adopting Children with Special Needs (hereinafter referred to as "Contract").

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between

County of Los Angeles  
hereinafter referred to as "COUNTY"

and

\_\_\_\_\_  
hereinafter referred to as "CONTRACTOR".

**RECITALS**

WHEREAS, the County has determined that it is legal, feasible and cost-effective to contract for services for Preparation and Support for Families Adopting Children with Special needs; and

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services; and

WHEREAS, this Contract shall provide training to educate prospective adoptive parents in the areas of prenatal substance exposure, biological vulnerabilities, multiple placements, abuse and neglect; prepare them for the challenges of parenting and providing permanency to children with special needs, and provide supportive services before, during and after the transition of children from foster care to adoptions; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services,

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

## **PART I: UNIQUE TERMS AND CONDITIONS**

### **1.0 APPLICABLE DOCUMENTS**

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, "Changes and Amendments" and signed by both parties.
- 1.2 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.3 Exhibits A, B, B-1 C, D, D-1, D-2, E, F, G, H, I, J, K, L, and M, set forth below, are attached to and incorporated by reference in this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract, Statement of Work, and Exhibits, or among Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits.

Exhibit A	Statement of Work
Exhibit B	Line Item Budget and Budget Narrative
Exhibit B-1	Pricing Sheet
Exhibit C	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Exhibit D	CONTRACTOR's Acknowledgement and Confidentiality Agreement
Exhibit D-1	CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement
Exhibit D-2	CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement
Exhibit E	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit F	Internal Revenue Notice 1015
Exhibit G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Exhibit H	Safely Surrendered Baby Law Fact Sheet
Exhibit I	CONTRACTOR's Administration
Exhibit J	COUNTY's Administration

Exhibit K	Charitable Contributions Certification
Exhibit L	Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program
Exhibit M	Confidentiality of CORI Information

## 2.0 DEFINITIONS

2.1 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. **Chief Executive Office or Chief Executive Officer:** the office/position established to assist the Board of Supervisors in handling administrative details of the County.
- B. **Contract:** this agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- C. **CONTRACTOR:** the sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the COUNTY.
- D. **COUNTY:** the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- E. **COUNTY's Board of Supervisors:** the governing body of the County of Los Angeles.
- F. **COUNTY's Program Manager (CPM):** COUNTY representative responsible for daily management of contract operations and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- G. **Day or Days:** whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- H. **DCFS:** COUNTY's Department of Children and Family Services
- I. **Director:** COUNTY's Director of Children and Family Services or his or her authorized designee.
- J. **Fiscal Year(s):** the twelve (12) month period beginning July 1st and ending the following June 30th.

- K. **Maximum Contract Sum:** the total amount to be paid under this contract.
- L. **Participant:** a person who partakes of the services the Contractor is obligated to perform for County under this contract.
- M. **Program:** the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

### **3.0 TERM OF CONTRACT**

- 3.1 The term of this Contract shall commence on September 1, 2016, or the date of execution by the Director of DCFS, whichever is later, and shall expire on August 31, 2017, or one year from the date of execution by the Director of DCFS, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 The COUNTY shall have the sole option to extend the term of this contract for up to two additional one-year periods for a maximum Contract term of three years. Each such option and extension shall be exercised at the sole discretion of the Director of DCFS by Amendment or written notice to the CONTRACTOR provided that approval of the County's Chief Executive Office (CEO) is obtained prior to any such extension.
- 3.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 3.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 3.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after Chief Executive Office approval, for a period not to exceed six (6) months beyond stated expiration date on a month-to-month basis, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

#### **4.0 CONTRACT SUM**

- 4.1 The Maximum Annual Contract Sum for the contract period of September 1, 2016, through August 31, 2017, is \$315,000.
- 4.2 COUNTY and CONTRACTOR agree that this is a cost reimbursement Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit B, Line Item Budget, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 7.0, Invoices and Payments, of this Contract.
- 4.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 4.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 4.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit J, County's Administration.
- 4.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit B, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the

Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.

## **5.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 5.1 and 5.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract. Contractor, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided after execution of the Agreement at County's request.

### **5.1 Evidence of Coverage and Notice to COUNTY**

- Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information

provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration  
Attention: Contract Administrator  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

## **5.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

## **5.3 Cancellation of or changes in Insurance**

CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days



in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

#### **5.4 Failure to Maintain Insurance**

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **5.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

#### **5.6 CONTRACTOR's Insurance Shall Be Primary**

CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

#### **5.7 Waivers of Subrogation**

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **5.8 Deductibles and Self-Insured Retentions (SIRs)**

CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense

expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **5.9 Claims Made Coverage**

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **5.10 Application of Excess Liability Coverage**

CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **5.11 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **5.12 Alternative Risk Financing Programs**

The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **5.13 COUNTY Review and Approval of Insurance Requirements**

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

### **6.0 INSURANCE COVERAGE**

#### **6.1 Commercial General Liability**

Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

## 6.2 **Automobile Liability**

Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

## 6.3 **Workers' Compensation and Employer's Liability**

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## 6.4 **Professional Liability/Errors and Omissions**

Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## 6.5 **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper

authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

## **7.0 INVOICES AND PAYMENTS**

- 7.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance the Line Item Budget, and in the format prescribed by the COUNTY (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.
- 7.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five (5) percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed to the COUNTY Program Manager.
- 7.3 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make reasonable efforts to submit all invoices within 45 days of the last day of the month in which the service was rendered. Any invoice submitted more than 45 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.
- 7.4 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-21, Cost Principles for Educational Institutions. CONTRACTOR is responsible for obtaining the

most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>

- 7.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the COUNTY Program Manager for review and approval, as follows:

County of Los Angeles  
Department of Children and Family Services  
Attention: Contract Accounting Section  
425 Shatto Place, Room 204  
Los Angeles, CA 90020

And a duplicate copy of the invoices to:

County of Los Angeles,  
Department of Children and Family Services  
Attention: Sari Grant, Program Manager  
532 E. Colorado Blvd.  
Pasadena, CA 91101

- 7.6 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 7.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 7.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 45 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 45 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

- 7.9 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 7.10 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

## **8.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 8.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless of whether the member of CONTRACTOR's staff passes or fails the backgrounds investigation.
- 8.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 8.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 8.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 8.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who

may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

- 8.6 CONTRACTOR agrees not to willingly or knowingly engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## **9.0 CONFIDENTIALITY**

- 9.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State, County and local laws, rules, regulations, ordinances, relating to confidentiality.
- 9.2 CONTRACTOR shall inform all of its applicable officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 9.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit D, "Contractor's Acknowledgement and Confidentiality Agreement."
- 9.4 CONTRACTOR shall ensure each employee performing services covered by this Contract to sign and adhere to Exhibit D-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 9.5 CONTRACTOR shall ensure each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-1, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 9.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 9.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients.

9.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

9.9 Confidentiality Requirements for Probation Department

9.9.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

9.9.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Exhibit M, Confidentiality of CORI Information, regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

**10.0 CONTRACTOR'S STAFF IDENTIFICATION**

10.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.

**11.0 HOURS OF OPERATION**

11.1 CONTRACTOR's delivery sites shall, to the extent possible, make services available during non-traditional hours to remove barriers, to family participation, CONTRACTOR shall adhere to the following hours of operations:

11.1.1 Service delivery regular hours Monday through Friday from 9 a.m. to 5 p.m.

11.1.2 Service delivery non-traditional hours Monday through Thursday 5:01 p.m. to 8 p.m.

11.2 CONTRACTOR shall obtain approval from the County Program Manager prior to any modification of service provider and/or service delivery site hours.

11.3 CONTRACTOR shall submit to the County Program Manager data outlining how client needs will be met with any reasonable requests to modify service delivery site hours of operation.



- 11.4 CONTRACTOR'S Program Director or COUNTY approved alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract, and shall be available during the daily operation of this Contract, and shall be available during the COUNTY's regular business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to COUNTY inquiries and to discuss problem areas.
- 11.5 CONTRACTOR shall not be required to work on the following COUNTY Holidays, with the exception of those services by CONTRACTOR that are provided to the Emergency Response Command Post:
- New Year's Day (January 1)
  - Martin Luther King's Birthday (Third Monday in January)
  - Presidents Day (Third Monday in February)
  - Memorial Day, (Last Monday in May)
  - Independence Day (July 4)
  - Labor Day (First Monday in September)
  - Columbus Day (Second Monday in October)
  - Veterans Day (November 11)
  - Thanksgiving Day (Fourth Thursday in November)
  - Day after Thanksgiving (Friday after Thanksgiving)
  - Christmas Day (December 25)

## **12.0 CASE RECORDS**

CONTRACTOR shall develop and maintain a written case record for each family receiving Preparation and Support for Families Adopting Children with Special Needs (P&S) services during the Contract term and make them available upon request by COUNTY. Each case record shall include, but not be limited to the following:

- 12.1 The P&S services referral from the CPM.
- 12.2 The intake/assessment documentation completed by CONTRACTOR which includes the date and signature of staff conducting the intake/assessment.
- 12.3 The case progress notes from the CONTRACTOR documenting the services provided and the family's progress. Case progress notes shall include, at a minimum, the date, time spent, the persons were present, the issues discussed, the family's progress and the signature of staff providing the services.
- 12.4 A log documenting time and date of P&S presentation provided at the Permanency and Safety - Model Approach to Partnerships in Parenting (PS-MAPP) sessions, and the names of the presenters.

- 12.5 Records of families recruited from the PS-MAPP sessions attended all or some of the Pre-Adoptive training modules
- 12.6 Records of families who completed all or some of the Pre-Adoptive training modules participated in the assessments/consultations, and aftercare services.
- 12.7 CONTRACTOR shall maintain terminated case records for a minimum of five (5) years after each Contract period. These records shall be made available to the COUNTY upon request. All records shall be kept in accordance with the Contract, Part II – Standard Terms and Conditions, Section 51.0, Record Retention and Inspection/Audit Settlement.

## **PART II: STANDARD TERMS AND CONDITIONS**

### **1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

#### **1.1 CONTRACTOR's Program Director**

CONTRACTOR's Program Director is designated in Exhibit I, CONTRACTOR's Administration. CONTRACTOR will notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Director on a regular basis.

#### **1.2 Approval of CONTRACTOR's Staff**

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

### **2.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all County Administration referenced in the following sub-sections is designated in Exhibit J, County's Administration. The county will notify the CONTRACTOR in writing of any change in the names or addresses shown.

#### **2.1 The responsibilities of the COUNTY Program Manager include:**

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- meeting with CONTRACTOR's Program Director on a regular basis;
- inspecting project related tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR; and
- overseeing the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

#### **2.2 The COUNTY Program Manager is not authorized to make any changes in**

any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

### **3.0 AMERICANS WITH DISABILITIES ACT (ADA)**

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

### **4.0 ASSIGNMENT AND DELEGATION**

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any person or entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **5.0 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority

to bind the CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

## **6.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## **7.0 CHANGES AND AMENDMENTS**

- 7.1 In the event it becomes necessary, County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this Section 7.0.
- 7.2 Any change which affects the scope of work, term of contract, contract sum, payments, or any terms or conditions included under this Contract, a mutually agreed upon and dually signed amendment to the Contract shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. To implement such changes, a mutually agreed upon and dually signed Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.
- 7.4 The DCFS Director may sign an amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

- 7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and
- 7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and
- 7.4.3 The amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
- 7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

## **8.0 CHILD ABUSE PREVENTION REPORTING**

- 8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
  - 8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
  - 8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
  - 8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

## **9.0 CHILD SUPPORT COMPLIANCE PROGRAM**

- 9.1 **Contractor's Warranty of Adherence to County's Child Support Compliance Program**

9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

9.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **9.2 Termination for Breach of Warranty to Maintain Child Support Compliance**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Standard Terms and Conditions, Section 55.0, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## **10.0 COMPLAINTS**

10.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

10.2 Within five (5) business days after the Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 10.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 10.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.
- 10.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 10.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 10.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 10.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

## **11.0 COMPLIANCE WITH APPLICABLE LAWS**

- 11.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
  - 11.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.



11.1.2 For contract over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

11.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

## **12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. CONTRACTOR shall comply with Exhibit C, Contractor's Equal Employment Opportunity (EEO) Certification.

## **13.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit G, and incorporated by reference into and made a part of this Contract.

### **13.1 Written Employee Jury Service Policy**

13.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

13.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Subsection shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

13.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

13.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

#### **14.0 CONDUCT OF PROGRAM**

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

#### **15.0 CONFLICT OF INTEREST**

15.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

15.2 CONTRACTOR shall comply with all applicable conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

#### **16.0 CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN)/GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS**

16.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the

CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR. CONTRACTOR shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

16.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

#### **17.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

#### **18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

18.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit E, Auditor-Controller Contract Accounting and Administration Handbook.

18.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

#### **19.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)**

The COUNTY maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

#### **20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

##### **20.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

## **20.2 Chapter 2.202 of the County Code**

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

## **20.3 Non-responsible Contractor**

The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

## **20.4 Contractor Hearing Board**

20.4.1 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

20.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be

debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 20.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 20.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 20.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to

modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.5 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: [http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/eplsearch.do?multiName=true>

## **21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit K, Charitable Contributions Certification, the County seeks to ensure that all COUNTY Contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

## **22.0 CONTRACTOR'S WORK**

22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

22.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

## **23.0 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

#### **24.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

24.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

24.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

#### **25.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **26.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in paragraph 25.0, "WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM", shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.



## **27.0 EMPLOYEE BENEFITS AND TAXES**

- 27.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 27.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

## **28.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

## **29.0 EVENTS OF DEFAULT**

### **29.1 Default for Non-Performance**

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

29.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

29.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

### **29.2 Default for Insolvency**

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

29.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

29.2.2 The filing of a voluntary petition in bankruptcy;

29.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

29.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

### 29.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or federal laws thereon.

## **30.0 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Part II, Section 7.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **31.0 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act.

## **32.0 FIXED ASSETS**

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the

expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

### **33.0 FORCE MAJEURE**

- 33.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 33.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 33.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

### **34.0 FORMER FOSTER YOUTH CONSIDERATION**

- 34.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Standard Terms and Conditions, Sections 17.0 and 16.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Emancipation Services Division

3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010  
FAX: (213) 637-0036

- 34.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 34.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

### **35.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

### **36.0 INDEMNIFICATION**

- 36.1 Contractor shall indemnify, defend and hold harmless the County, its trustees, officers, employees, and agents ("County Indemnitees") from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of performance of this Contract, but only in proportion to and to the extent such liability, loss, expense, reasonable attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its trustees, officers, agents, or employees.
- 36.2 COUNTY shall indemnify, defend and hold harmless the CONTRACTOR, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with COUNTY's acts and/or omissions arising from and/or relating to this contract, but only in proportion to and to the extent caused by, or resulting from, any negligent or wrongful act or omission on the part of COUNTY, or any of its elected and appointed officers, agents or employees.
- 36.3 Any entity hired by CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed

officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

### **37.0 INDEPENDENT CONTRACTOR STATUS**

- 37.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 37.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 37.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 37.4 CONTRACTOR shall cause each employee performing services covered by this Contract to adhere to the provision stated in Part I, Section 8.0, Confidentiality, and sign to Exhibit D-2, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-1, CONTRACTOR's Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

### **38.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the

COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at <http://camisvr.co.la.ca.us/webven> (There are underscores in the address between the words 'doing business' and 'main db'.)

### **39.0 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

### **40.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 40.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 40.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit C, Contractor's Equal Employment Opportunity (EEO) Certification.
- 40.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 40.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 40.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental

disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

40.6 CONTRACTOR shall allow COUNTY representatives reasonable access to CONTRACTOR's employment records during regular business hours and with advanced request to verify compliance with the provisions of this section when so requested by COUNTY.

40.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

#### **41.0 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **42.0 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

#### **43.0 NOTICE OF DISPUTE**

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Department Head, or designee shall resolve it.

#### **44.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit F.

#### **45.0 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit I, CONTRACTOR's Administration and Exhibit J, COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Department Head shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

#### **46.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **47.0 PUBLIC RECORDS ACT**

47.1 Any documents submitted by CONTRACTOR, in the performance of this Contract that the Contractor does not specifically identify as confidential, proprietary, or trade secret, become the property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary."

47.2 The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction

47.3 Upon receipt of a request for disclosure under the California Public Records Act, COUNTY will first notify CONTRACTOR of such request.



47.4 COUNTY agrees to provide Contractor an opportunity to object the release of any record that CONTRACTOR contends is protected from disclosure under the Public Records Act prior to the COUNTY any such record and the COUNTY shall withhold any such record from release.

47.5 In the event the COUNTY is required to defend an action on a Public Records Act due to CONTRACTOR's demand for nondisclosure as set forth in this paragraph, the CONTRACTOR agrees to defend and indemnify the COUNTY for all costs and expenses of such action, including reasonable attorney's fees and CONTRACTOR shall have the right to control the litigation, including, without limitation, the right to select counsel.

#### **48.0 PUBLICITY**

48.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

48.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

48.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

48.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this section shall apply.

#### **49.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

49.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

- 49.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All such material, including, but not limited to, all financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.
- 49.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 49.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 49.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a)

repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

- 49.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Upon request of the COUNTY, CONTRACTOR shall forward copies of such reports to DCFS.

## **50.0 RECYCLED-CONTENT PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

## **51.0 SAFELY SURRENDERED BABY LAW**

- 51.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

- 51.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los

Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Contract, and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## **52.0 SHRED DOCUMENT**

52.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

52.2 Documents for record and retention purposes in accordance with Subsection 50.2 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

## **53.0 SUBCONTRACTING**

CONTRACTOR shall not subcontract any tasks of this contract. Any attempt by the CONTRACTOR to subcontract performance of any terms of the Contract, in whole or in part, shall constitute a material breach of this Contract.

## **54.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

54.1 COUNTY may, by 30-day advance written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:

54.1.1 CONTRACTOR has materially breached this Contract; or

54.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

54.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 54.2 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 56.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 54.3 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 54.2, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.
- 54.3.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Standard terms and Conditions, Section 36.0, Indemnification.
- 54.4 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **55.0 TERMINATION FOR CONVENIENCE**

- 55.1 This Contract may be terminated by either party. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

55.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

55.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

55.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

## **56.0 TERMINATION FOR IMPROPER CONSIDERATION**

56.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

56.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

56.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **57.0 TERMINATION FOR INSOLVENCY**

57.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

57.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the

CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

57.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

57.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;  
or

57.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

57.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **58.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

#### **59.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

#### **60.0 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every

statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

#### **61.0 USE OF FUNDS**

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

#### **62.0 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **63.0 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **64.0 WARRANTY AGAINST CONTINGENT FEES**

64.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

64.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.



## 65.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

[illegible]

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services, and the CONTRACTOR has caused this Contract to be subscribed on its behalf by its duly authorized officer(s), as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this contract.

COUNTY OF LOS ANGELES

CONTRACTOR

The Regents of the University of California  
Name of Agency

By: \_\_\_\_\_  
Philip L. Browning, Director  
Department of Children and  
Family Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

956006143  
Tax Identification Number

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
MARY C. WICKHAM, COUNTY COUNSEL

By \_\_\_\_\_  
David Beaudet, Senior Deputy County Counsel

## **EXHIBIT A – STATEMENT OF WORK**

### **PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN WITH SPECIAL NEEDS**

**County of Los Angeles  
Department of Children and Family Services**

September 1, 2016

# PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN WITH SPECIAL NEEDS

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## **1.0 PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of 1) Accountability; 2) A Can-Do Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Operational Effectiveness/Fiscal Sustainability; 2) Community Support and Responsiveness; and 3) Integrated Services Delivery. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

## **2.0 INTRODUCTION**

The Department of Children and Family Services (DCFS) has identified specific social and behavioral challenges that impede the adoption process of older children, and children who have been prenatally exposed to substances abuse of drugs and/or alcohol.

Preparation and Support for Families Adopting Children with Special Needs (P&S) is a training program designed to prepare prospective adoptive families for the challenges of parenting and providing permanency to children with special needs. P&S participants are required to complete the standard Permanency and Safety - Model Approach to Partnerships in Parenting (PS-MAPP) courses (or its equivalent) offered by the COUNTY prior to this training. The goal of the P&S training sessions are to educate participants in the areas of prenatal substance exposure, biological vulnerabilities, multiple placements, abuse and neglect, which children waiting to be adopted have been unfavorably impacted by these social ills. The sessions are guided by the principles, consistently confirmed by adoption research, that thorough education helps prospective adoptive parents make informed decisions, and that the better the preparation, the more satisfied parents are with the adoption.

DCFS has also identified that another barrier to finding permanency is that some of the children who are waiting to be adopted present a complex set of behavioral and emotional challenges. They need to not only be assessed by a multi-disciplinary team to determine how to best recruit a family for them, but any identified family needs to know what it would take to parent the child so that they can make an informed decision as to whether they can meet the needs of that child.

Further, DCFS has seen that families who participated in concurrent planning would drop out as foster/adoptive parents because they would feel so traumatized when the child in their care was removed due to reunification with their birth parent, placement with a sibling, or placement with a relative.

### **3.0 DEFINITIONS**

The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

- 3.1 “Adoption”- is a legal process in which a child is freed from his or her birth parents by relinquishment, consent or termination of parental rights and placed with applicants who have been approved to take the child into their own family and raise the child as their own with all of the rights and responsibilities granted thereto including the right of inheritance.
- 3.2 “Adoptive Parents” – are single persons or couples who have adopted a child or children through Los Angeles County Department of Children and Family Services, Adoptions Division.
- 3.3 “Adoptive Placement” – is the placement of a child into a family’s home with the intent of permanence through adoption. Adoptive placement occurs only after the child’s parental rights have been terminated.
- 3.4 “Adoption Triad” – is an adoption situation where there are three people impacted by the process – the birth parents, the child, and the adoptive parents.
- 3.5 “Bi-cultural” – is someone who is of two distinct cultures and identifies themselves as both of them.
- 3.6 “Bio-psycho-social Assessment” – is an evaluation that assesses aspects of the person from a medical, psychological, and social standpoint.
- 3.7 “Biological Vulnerabilities” – are any biological circumstance that may impact the normal processes and or potentials of a child’s growth and development. These may include a birth defect and or an early onset of

some sort of disability because of the parents' history of substance abuse, psychiatric disabilities, and/or health challenges.

- 3.8 "Case Consultation" – is a meeting where a multi-disciplinary team provides DCFS and the prospective adoptive family information regarding the results of the review of the child's records, including medical history, developmental assessments, academic history (if applicable), and placement history. The consultation includes an identification of the needs of the child and the services and interventions needed to meet the needs of the child. It may also include the results of a multi-disciplinary assessment of the child.
- 3.9 "Child Abuse" – is non-accidental commission of injuries against the child by or allowed by a parent(s)/guardian(s) or other person(s). The term also includes emotional, physical, severe physical, and sexual abuse as defined in Sections 31-002(c) (8) (A) through (D) of the Welfare and Institutions Code (WIC).
- 3.10 "Children's Social Worker" (CSW) – is a Social Workers employed with DCFS that provides a wide variety of professional social casework or related child welfare services to children under the supervision of DCFS as well as to their families.
- 3.11 "Children with Special Needs" – are children in foster care who have or are at risk of having emotional, developmental, prenatal exposure to alcohol and other drug abuse, and/or behavioral challenges related to issues of loss and trauma or biological vulnerabilities.
- 3.12 "Concurrent Planning" – is a process of planning for permanency—for a child by reunifying the child with birth parents and at the same time identifying prospective adoptive families should the reunification not occur, thus reducing timelines to permanency for the child.
- 3.13 "Counseling"- is a process that provides an avenue to help people address personal and interpersonal functioning. It can occur in individual, family, or group settings. Counseling is designed to help people improve well-being, alleviate distress and maladjustment, and resolve crises as well as provide psychological assessment, diagnosis, and treatment of psychopathology.
- 3.14 "Consultation Services" – are the use of a multi-disciplinary approach to evaluate the full functioning of a child based on a review of the records and/or meetings with the child.

- 3.15 “CONTRACTOR’s Program Director” (CPD) – is CONTRACTOR’s officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- 3.16 “Court Dependent Children” – are children for whom the court has made a finding based on the Welfare and Institutions Code to removes the legal custody of that child from the parent or guardian, and has made an order to place the child under the care and supervision of the Juvenile Court.
- 3.17 “Developmental Evaluation” – is an evaluation of a child to determine the child’s developmental level as compared to the expected development of children of the same age.
- 3.18 “Fost-adoptive Placement” – is the placement of a child whose parental rights have not been terminated on a foster care basis with approved adoptive applicants who have been certified or licensed as foster parents and who intends to adopt the child once parental rights are terminated.
- 3.19 “Group Support Services” – are counseling services in which there is more than one client at a time, and each individual participate and process his/her issues in a group setting. This type of services enables individual participants to offer help and advice to each other.
- 3.20 “Home Study or Family Assessment” – is the standardized process used to assess a family’s appropriateness for adoption as required by State adoption regulations. An adoption home study or family assessment must be conducted under the auspices of a State licensed agency. The home study or family assessment must be conducted by a person with a Master Degree in Social Work (MSW). It includes the social investigation, study and preparation of a family who wishes to adopt. This includes visits to the home, interviews with family members, criminal and child abuse background checks, verification of employment and income, assessment of the applicant’s family, mental, emotional, medical, and marital history.
- 3.21 “Multi-disciplinary Team” – is a team of three or more persons who are qualified in specialized areas who work together to provide a broad range of services. The Multi-disciplinary Team members shall be capable of conducting a thorough bio-psycho-social assessment of a child.
- 3.22 “Multiple Risk Factors” – are the identification of more than one identified factor that could impact the health safety or well-being of a child.
- 3.23 “Neglect” – is the failure of a parent(s)/guardian(s) or caretaker(s) to provide the care and protection necessary for the child’s healthy growth and development. Neglect occurs when children are physically or



psychologically endangered. The term includes both severe and general neglect as defined by Penal Code Section 11165.2.

- 3.24 “Permanency” – is the legal and emotional connection a child has with an adult. The first preference of permanency for children is to have them reside with their birth parents. When they cannot do that safely, then permanency is sought through adoptions or legal guardianship.
- 3.25 “Permanency & Safety-Model Approach to Partnerships in Parenting” (PS-MAPP) – is a series of educational courses with an established curriculum that prospective adoptive parents are required to attend as part of the home study or family assessment process. These courses are available for the prospective adoptive parents at no cost through DCFS Adoption and Permanency Resources Division via contracts with the Community Colleges.
- 3.26 “Prenatal Substance Exposure” – are children who have been exposed to drugs or alcohol due to the substances being ingested by the mother while pregnant.
- 3.27 “Prospective Adoptive Parents” – are single persons or couples who have applied to adopt a child or children through Los Angeles County Department of Children and Family Services, Adoptions Divisions.
- 3.28 “Regional Centers” – is nonprofit private corporations that contract with the Department of Developmental Services to provide or coordinate services and supports for individuals with developmental disabilities.
- 3.29 “Therapeutic Grief Intervention” – is a specific type of therapy that address loss and grieve issues of prospective adoptive families that need support due to the loss of or potential loss of a child that has been transitioned out of the prospective adoptive parents’ home or may be transitioned out of their home for the purposes of reunification or to be placed with a relative or sibling.
- 3.30 “Training Modules” – is a series of three 3-hour training provided by the CONTRACTOR to help prospective adoptive families learn more about children with special needs who are dependants of the court.
- 3.31 “Transitional Adoptive Placement” – is a series of planned visits between the child and the prospective adoptive family that occurs before the child moves in with the family to help them get to know each other.
- 3.32 “Quality Assurance Plan” (QAP) – is a plan developed by the Contractor that defines the measures to be taken to document delivery of services and any other agreed upon related contract activity. The Contractor’s

QAP describes specifies as to how the objectives were achieved in relation to compliance with the contract requirements, e.g., timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work (SOW) .

#### **4.0 PROGRAM MANAGEMENT REQUIREMENTS**

4.1 The COUNTY shall designate a Program Manager (CPM) who shall be responsible for monitoring CONTRACTOR's activities and providing technical guidance to assist CONTRACTOR in meeting or exceeding program SOW objectives and requirements.

4.1.1 The CPM or designated alternate will have full authority to monitor CONTRACTOR'S performance on the day-to-day operation of this Contract.

4.1.2 The CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

4.1.3 The CPM is not authorized to make any changes to the terms and conditions of this Contract, and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.

4.1.4 The CPM, responsible for daily management of Contract operation and overseeing monitoring activities, is:

CPM: Sari Grant, CSA III  
County of Los Angeles  
Department of Children and Family Services  
Adoption and Permanency Resources Division  
532 E. Colorado Blvd.  
Pasadena, California 91101

4.2 COUNTY shall have the right to monitor, review and audit CONTRACTOR for compliance with this Contract, SOW, and all applicable rules and regulations related to P&S CONTRACTOR. All programmatic audit reports and corrective action plans will be a matter of public record to the extent required by the California Public Records Act.

4.3 The CPM shall be responsible for monitoring the CONTRACTOR for compliance to ensure that the participants served are eligible for P&S services. CPM monitoring will include assurance that the CONTRACTOR meets or exceeds program objectives and requirements.

- 4.4 COUNTY will provide CONTRACTOR with a User Complaint Report (UCR), Exhibit A-3, for every instance in which tasks defined in the SOW are not met.
- 4.5 The CPM shall refer individuals considering adoption who completed the PS-MAPP training and children who are adoptable to the CONTRACTOR for case consultations and assessments.
- 4.6 The CPM or designee shall identify cases for consultation based on referrals received by DCFS CSWs.
- 4.7 The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove any of its personnel who the CPM determines has performed acts, which are inimical to the interest of the P&S participants and their children, or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.

## **5.0 CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 5.1 CONTRACTOR shall appoint a Contractor Program Director (CPD) responsible for administering and overseeing all of the services provided herein. The name and telephone number of the CPD and an alternate manager authorized to act on behalf of CONTRACTOR in the CPD's absence shall be designated in writing under, Contractor's Administration, Attachment I.
  - 5.1.1 The CPD shall work with the COUNTY Program Manager to help resolve any potential areas of difficulty before a problem occurs.
  - 5.1.2 The CPD shall respond within twenty-four (24) hours to all calls and/or reports regarding CONTRACTOR's performance. The CPD or alternate shall be available to authorized COUNTY personnel during normal work hours 8:00 A.M. to 5:00 P.M., Monday through Friday, except legal holidays.
  - 5.1.3 The CPD or other authorized alternate shall supervise all of CONTRACTOR's personnel assigned to work under this Contract/SOW.
- 5.2 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract/SOW on behalf of the COUNTY or DCFS.
- 5.3 Overall project coordination between CONTRACTOR and COUNTY shall be through the CPM or designee and the CPD, authorized representative(s) or their designated alternates.

- 5.4 CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of this Contract.
- 5.5 CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR's authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of the CPM or designated alternate.
- 5.6 CONTRACTOR shall not permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employee's physical or mental performance.
- 5.7 CONTRACTOR agrees that any work performed outside the scope of this Contract shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.
- 5.8 CONTRACTOR or designee shall attend all collaboration meetings scheduled by the COUNTY.
- 5.9 CONTRACTOR shall be available for technical reviews as requested by the CPM. Technical reviews shall be conducted annually or as determined by the CPM.

## **6.0 STAFFING REQUIREMENTS**

- 6.1 CONTRACTOR shall provide a multi-disciplinary team that includes a Pediatrician, Educational Advocate, Licensed Psychologist, Licensed Clinical Social Worker, Board Certified Child and Adolescent Psychiatrist, In-home Behavioral Specialist, Speech and Language Pathologist, and Occupational Therapist, all of whom must have a minimum of one (1) year experience handling adoptions related matters.
- 6.2 CONTRACTOR's multi-disciplinary team shall also include at least one (1) professional staff member who is bilingual and bi-cultural in Spanish and able to write both Spanish and English.
- 6.3 CONTRACTOR shall provide therapists for the Therapeutic Grief Interventions (TGI) services. Minimum requirements for the therapists include: 1) a Master's Degree with a license in clinical social work (LCSW) or a license in marriage and family therapist (LMFT), or a Doctoral degree (Ph. D.) in Psychology, and 2) experience in working with clients experiencing loss and grief.
- 6.4 The CPD shall meet the following minimum requirements:

- A Master's Degree in Social Work (MSW) with a license in Clinical Social Work or a Doctoral degree (Ph. D.) in Clinical Psychology with a license in Clinical Psychology,
  - Five (5) years of experience in the field of Adoptions, and
  - Two (2) years of experience overseeing a program that includes therapeutic interventions for children involved in the Child Welfare system.
- 6.5 The CPD shall be responsible for ensuring that all work is completed using a best practice standard compatible to the County of Los Angeles child welfare service delivery practices.
- 6.6 CONTRACTOR's Program shall employ sufficient support staff to maintain the program administrative functions and duties.

## **7.0 TARGET POPULATION**

There are three major target populations:

- Prospective adoptive families who are attending the DCFS PS-MAPP classes and are considering adopting a child from the Los Angeles County foster care system.
- Prospective adoptive families that need support due to the loss of or potential loss of a child that has been transitioned out of the prospective adoptive parents' home for the purposes of reunification or to be placed with a relative or sibling.
- Children between the ages of 0-17 with special needs who are in need of an adoptive family. These children need to be fully assessed in order to determine what it would take for an adoptive parent to meet their needs.

## **8.0 SERVICE DELIVERY SITE(S)**

CONTRACTOR shall provide all P&S services at locations agreed upon by the CPM. CONTRACTOR shall request approval from the CPM in writing, a minimum of thirty (30) days before commencing and/or terminating services at any other location(s). The P&S classes shall be provided in a centralized location approved by the CPM. This may include a DCFS office.

## **9.0 SCOPE OF WORK**

The P&S program shall serve as a recruitment and training venue for prospective adoptive parents considering adoption. CONTRACTOR shall implement P&S services and training program in the format of Presentations and Recruitment, Case Consultation, Pre-Adoptive Trainings modules, Therapeutic Grief

Intervention (TGI), and Multi-disciplinary services. The CONTRACTOR shall conduct presentations and recruit prospective adoptive parents who consider adoption from the PS-MAPP classes offered by the County via contracts with community colleges throughout Los Angeles County. The P&S training program shall be geared towards preparing prospective adoptive families for the challenges of parenting children with special needs between the ages of 0-17. CONTRACTOR's trainings shall be in keeping with the standards as outlined herein this SOW.

## **10.0 PRESENTATIONS AND RECRUITMENT**

CONTRACTOR shall present information about prenatal drug exposure and the Contractor's specific program and services as well as recruit families to attend the Contractor's P&S classes. This shall occur at the Permanency and Safety-Model Approach to Partnerships in Parenting (PS-MAPP) classes which are sponsored by DCFS and/or its existing PS-MAPP contractors.

10.1 CONTRACTOR shall provide professional staff to conduct presentations about issues related to prenatal drug substance exposure and information about the P&S services at the PS-MAPP meetings throughout Los Angeles County at the sites determined solely by the CPM.

10.2 CONTRACTOR shall introduce the P&S services program and explain the P&S services available to prospective adoptive parents, using a well defined strategic campaign promotion to recruit PS-MAPP trained participants for the P&S services program.

10.2.1.1 CONTRACTOR shall recruit a minimum of 150 prospective adoptive parents per contract year.

10.3 CONTRACTOR shall conduct each presentation for a minimum of 30 minutes to 45 minutes in length which includes a question and answer period for open discussion on issues related to prenatal substance exposure.

10.4 CONTRACTOR shall disseminate program brochures and other information about the program.

10.5 CONTRACTOR's shall conduct a minimum of 50 P&S program presentations/recruitments (P&R), 40 in English, eight (8) in Spanish, and two (2) in English or Spanish, during each contract term.

10.5.1 CONTRACTOR shall provide bilingual and bicultural staff to conduct a minimum of eight (8) P&Rs in Spanish at the Spanish speaking PS-MAPP classes.

- 10.5.2 In consultation with the CPM, CONTRACTOR shall provide two (2) P&R in English or Spanish as needed.

## **11.0 CASE CONSULTATIONS/ASSESSMENTS**

CONTRACTOR must provide a multi-disciplinary team to conduct in-depth case consultations/assessments for a minimum of twelve (12) children with special needs who are waiting to be adopted during the contract year. The case consultations shall be a minimum of two (2) hours in length. Case consultations shall be offered to the prospective adoptive parents whether they have participated in the Pre-Adoptive Training Series listed in Section 13.0 of the SOW.

- 11.1 Each case consultation shall be conducted by a multi-disciplinary team which consists of at least three of the CONTRACTOR's staff. In consultation with the CPM, the CPD shall select the appropriate staff members based on the identified concerns and needs of the child. If the need is identified, a bi-cultural and bilingual Psychologist must conduct the consultations in Spanish.
- 11.2 CONTRACTOR's assessment of the child's records shall include medical records, developmental evaluations, foster family agency quarterly reports, school records, Regional Center reports, and any other evaluations of the child's bio-psycho-social functioning conducted by a professional.
- 11.3 CONTRACTOR shall accept only case consultations referrals from DCFS' CPM or designee.
- 11.4 CONTRACTOR shall ensure that an assessment of a child with special needs waiting to be adopted include relevant information to help prospective adoptive parents make an informed decision about adopting. In addition, the assessment shall highlight what services are needed for the child, as well as the identifiable resources that are deemed to be the best remedy to address that child's specific need.
- 11.5 CONTRACTOR must invite the case-carrying CSW, Supervising CSW, and other involved CSWs to attend each case consultation.
- 11.6 CONTRACTOR's consultation shall provide the case-carrying CSW information about the child with recommendations as to the services that the CSW should put in place in order to meet the needs of the child.
- 11.7 CONTRACTOR shall arrange for their psychologist to conduct a full developmental evaluation in the event that the child's records lack a current developmental evaluation (an evaluation conducted within the last

twelve (12) months is acceptable and can be considered, and addressed in the case consultation).

- 11.8 CONTRACTOR's staff case consultation reviews shall be in accordance with the Contract's Confidentiality provisions when reviewing pertinent records of a DCFS referred child.
- 11.9 The CPD shall provide a written report based on the assessments of the multi-disciplinary team to the case-carrying CSW within fourteen (14) calendar days of the completion of each Case Consultation.

## **12.0 PRE-ADOPTIVE TRAINING SERIES**

- 12.1 CONTRACTOR shall design a training series consisting of three core training modules that educate prospective adoptive families in the areas of psycho-social inhibitors and their effects on the growth and development of children. Training shall be geared towards the challenges of parenting and providing permanency to foster children with special needs, with a particular focus on issues involving prenatal substance exposure and other biological vulnerabilities, multiple placements, loss and grief, abuse and neglect. The training modules shall cover the following topics:

- 12.1.1 Module One: *"Parental Substance Abuse and its Effects on the Adoption Process; Understanding the Impact of Concurrent Planning on the Adoption Triad; Providing Developmentally Appropriate Responses to Children's questions about Difficult Histories"*

This module shall introduce the basic concept of Preparation and Support that includes: (1) the purpose and substance of each Pre-adoptive training module; (2) prenatal and parental substance abuse and its effects on the Adoption process; (3) dynamics of concurrent planning on the adoption triad (how the process affects involved parties); (4) a training for participants to discuss their concerns about parenting a child with prenatal substance exposure and other potential risk factors such as familial history of mental illness, trauma history, and/or multiple placements, and to process their fears and concerns associated with assisting in reunification and interactions with birth families; and (5) guidance and practice of answering children's difficult questions about parental substance use and child's history.

- 12.1.2 Module Two: *"Infants and Children with Prenatal Substance Exposure and the Impact of Multiple Risk Factors on Children's Medical, Psychological, and Behavioral Outcomes; and*



*Caregiving Strategies Across Development for Children with Complicated Backgrounds"*

This module shall include: a presentation from a Pediatrician who is knowledgeable in prenatal substance exposure and child abuse. The presentation shall include: (1) information about what is known and not known about the short and long-term effects of prenatal substance exposure; (2) the difficulty of predicting an individual child's milestone in accordance to the standard average growth and development chart; and (3) lecture on caregiving strategies and the role of temperament in understanding behaviors exhibited by children with special needs, e.g., prenatal substance exposure, impact of multiple placements, neglect, physical and or a sexually abused child.

12.1.3 *Module Three: "Special Considerations in Adopting Children with Prenatal Substance Exposure and/or Children Who Have Been Impacted by Multiple Risk Factors: Evidence-Based Strategies for Substance Abuse prevention, Whom to Talk to About your Child's History, Openness in Adoption, and Foster/Adoptive Parent Shares Their Experiences"*

This module shall include: (1) a presentation from a former family who has attended the modules in the past and has utilized the program's services, (2) family's disclosure of their experiences parenting an adopted child and the services they found to be most helpful, (3) parenting and substance abuse prevention strategies for children adopted from foster care, (4) recap of participants' issues from previous sessions, (5) discussion of and guidance on with whom to share information about children's histories, and (6) lecture on variables impacting success in open adoption, discussion of potential levels of openness in ongoing contact with birth/foster family members, and guidance on being open about the child being adopted and ways of incorporating "adoption" language within the family at various developmental levels.

12.2 CONTRACTOR shall provide a minimum of six (6) training series (each training series consists of the three (3) training modules described in subsections 13.1.1, 13.1.2, and 13.1.3) per contract year as follows:

12.2.1 A minimum of one (1) training series in English quarterly,

12.2.2 One (1) training series in Spanish,

12.2.3 One (1) training series in English or Spanish depending on the need as identified by the CPM or designee, and

12.2.4 Each training module shall be three (3) hours in length for a total of nine (9) hours per training series.

12.3 CONTRACTOR shall accommodate a minimum of twenty-five (25) recruited prospective adoptive parents per training module session.

### **13.0 THERAPEUTIC GRIEF INTERVENTIONS SERVICES**

CONTRACTOR shall provide Therapeutic Grief Interventions (TGI) services, including group and individual sessions, to families who have participated in concurrent planning and have been grieving the loss or potential loss of the child they hoped to adopt.

13.1 CONTRACTOR shall provide face-to-face intakes and assessments to a minimum of 12 families, per contract year.

13.2 CONTRACTOR shall ensure that prospective adoptive parents, who have been assessed and approved to participate in the individual or/and group TGI sessions, must be a certified foster family agency and approved for the program by the CPM or have an approved adoption home study or family assessment completed by DCFS.

13.3 CONTRACTOR's social worker or therapist shall conduct intakes and assess whether individual or/and group TGI sessions are most appropriate for the individuals' circumstances.

13.4 The intakes and assessments must be performed in the Contractor's office.

13.5 CONTRACTOR shall provide a minimum of once a month a 90-minute group TGI session for those families for which group TGI sessions are appropriate.

13.5.1 The group TGI sessions shall specifically address the loss and grief or potential loss of a child who was or is in the prospective adoptive parents' care and has been transitioned out of the prospective adoptive parents' home or may be transitioned out of their home for the purposes of reunification or to be placed with a relative or sibling.

13.5.2 CONTRACTOR shall facilitate the group TGI sessions in a modality that is specific for addressing this particular population and that has proven successful in supporting and retaining prospective adoptive parents.

13.5.3 CONTRACTOR must provide two therapists, with qualifications described in Subsection 6.3, to facilitate the group TGI sessions.

13.6 CONTRACTOR shall provide a minimum of once a month a 50-minute individual TGI counseling session for families who have been appropriately assessed for individual TGI sessions.

13.6.1 Individuals who receive the individual TGI therapy may also attend the group TGI sessions with approval from the therapist(s) who has provided TGI counseling to those individuals.

#### **14.0 MULTI-DISCIPLINARY SERVICES**

In addition to the services described above, CONTRACTOR shall make available multi-disciplinary services described below to prospective adoptive and adoptive parents who have completed the three Pre-Adoptive training modules listed in Section 12.0 of this SOW.

1) Transitional Services: Individual child psychotherapy, adoptive parent support groups, and child support groups will be provided during the period of the child's transition from foster care to an adoptive placement; and

2) Post Placement Services: Medical consultations, educational consultations, occupational therapy consultations, developmental, psychological and psychiatric assessments, individual counseling, family counseling, support groups for children, and support groups for adoptive parents will be provided following the adoptive or foster-adoptive placement of the child.

14.1 CONTRACTOR shall ensure these multi-disciplinary services are provided by a multi-disciplinary team at one location.

14.2 CONTRACTOR shall ensure that these services are made available to prospective adoptive families and adoptive parents who reside throughout the County of Los Angeles.

14.3 CONTRACTOR, in consultation with the CPM, determines the frequency and duration of these services for the children, prospective adoptive and adoptive parents.

14.4 CONTRACTOR shall provide multi-disciplinary services described in Section 14.0, at no cost, to prospective adoptive parents /adoptive families who receive these services. Additionally, these services shall not be paid

through the P & S Contract or involve direct dollar funding from the P & S program.

## **15.0 REPORTS AND RECORD KEEPING**

- 15.1 CONTRACTOR shall provide COUNTY with a monthly written report of P&S services provided during the previous month and a monthly invoice. CONTRACTOR shall include in the monthly report copies of all Corrective Action Plans issued during the prior month and notes on any changes to its internal processes, policies or procedures required to comply with corrective actions.
- 15.2 CONTRACTOR shall compile monthly program activity reports into a bi-annual progress report, which shall outline any, and or lack of program progress and compliance with the performance measures indicated in the Performance Requirements Summary chart (Exhibit A-1). The Contractor's self-evaluation of the program progress should consist of an evaluation tool and the method used to derive at its conclusion.
  - 15.2.1 CONTRACTOR shall design an evaluation tool for approval by CPM. The tool must include the participants' satisfaction with their adoption through the COUNTY, satisfaction with CONTRACTOR's services, the program's effect on improving parenting skills for children with special needs, and the program's effect on the reduction of adoption disruptions.
- 15.3 CONTRACTOR shall provide a complete bi-annual progress report to the CPM who will assess whether the outcomes and success of the program are in keeping with the Performance Measure indicators. The CONTRACTOR must provide to the CPM a complete progress report every six (6) months and no later than thirty (30) days after each 6-month period.
- 15.4 CONTRACTOR shall provide CPM with a complete bi-annual activity report every six (6) months and no later than fifteen (15) Days after each 6-month period. This documentation includes, but is not limited to the following:
  - 15.4.1 The names and phone numbers of persons who attended the training modules, case consultations, and PS-MAPP courses;
  - 15.4.2 The names of any eligible child adopted whose parents attended a training module or workshop prior to identifying or designating the child for adoption;

- 15.4.3 The names of any eligible child adopted whose parents attended a training module or workshop after identifying the child for adoption;
- 15.4.4 Comments and feedback received from attendees; and
- 15.4.5 The names and phone number of persons who attended the group or/and individual TGI counseling.

## **16.0 QUALITY ASSURANCE PLAN**

- 16.1 CONTRACTOR shall establish and utilize a comprehensive Quality Management Program and Plan including Quality Assurance and Quality Improvement processes to ensure the required services are provided at a consistently high level of service throughout the term of the Contract.
  - 16.1.1 The Plan shall be submitted to the CPM for review and approval within ninety (90) days of the Contract start date.
  - 16.1.2 If the CPM requests changes to the CONTRACTOR'S QUALITY ASSURANCE PLAN, the CONTRACTOR shall make such changes, and resubmit the plan for approval within five business days.
  - 16.1.3 The Plan shall be effective on the Contract start date and shall be updated as changes occur and re-submitted the CPM for review and approval.
- 16.2 The plan shall include an identified monitoring system covering all the services listed in this SOW. The system of monitoring to ensure that contract requirements are being met shall include:
  - 16.2.1 Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.
  - 16.2.2 Ensuring the services, deliverables, and requirements defined in the contract are being provided at or above the level of quality agreed upon by the County and the CONTRACTOR.
  - 16.2.3 Assuring that professional staff rendering services under the contract has the necessary prerequisites.
  - 16.2.4 Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.

- 16.2.5 Taking any corrective action, if needed, including a commitment to provide to the County upon request a record of all inspections, the corrective action taken, the time the problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.
- 16.2.6 Continuing to provide services to the County in the event of a strike or other labor action of the CONTRACTOR's employees.
- 16.3 If CONTRACTOR's performance requirements are not met, the CPM may call CONTRACTOR, or send CONTRACTOR a UCR (Exhibit A-3), or both. CONTRACTOR shall respond to a call within one hour and respond to a UCR within twenty-four hours of receipt. All performance requirement issues will be reported to the CPM.

## **17.0 QUALITY ASSURANCE MONITORING**

The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's performance under this contract using the quality assurance plan specified in this SOW. All monitoring will be conducted in accordance with Part II, Section 23.0, COUNTY's Quality Assurance Plan, of the Contract.

## **18.0 TRANSFER OF RECORDS**

- 18.1 At the start of a new contract, CONTRACTOR shall accept transitioned cases from the prior contractors. The new contractor shall submit a plan of coverage to the CPM for the transitioned cases within 30 days of the start of the new contract or within 30 days of receipt of transitioned cases from prior contractors. The plan of coverage shall include: (1) telephonic contact with the family within three weeks of the 30 day transitional period, (2) a face-to-face contact with the family within five business days from the telephonic contact, and (3) an initial case plan for the family within 30 days from the initial face-to-face contact with the family.
- 18.2 Prior to contract termination or non-renewal of the contract, CONTRACTOR shall, at no additional cost to County, cooperate in transitioning active cases to new contractors, including providing all original case files and electronic records. CONTRACTOR shall keep copies of all transferred cases for their own records. The transitional plan shall be made in consultation with the County Program Manager at least one month in advance of the contract termination or as soon as possible in the event of non-renewal.

## **19.0 PERFORMANCE BASED OUTCOME MEASURES**

- 19.1 CONTRACTOR shall adhere to the measures specified in Performance Requirements Summary (Exhibit A-1) and Performance Outcome Goals (Exhibit A-2).
- 19.2 CONTRACTOR shall design an evaluation tool to collect and track the following deliverables: the number of presentations provided at the PS-MAPP classes, the number of persons recruited from PS-MAPP classes to participate in the P&S services, the number of case consultations provided, and the number of special needs children matched and placed in the home of a prospective adoptive family.

## PERFORMANCE REQUIREMENTS SUMMARY

Required Annual Deliverables							Monitoring Methods	Remedies for Non-Compliance with Performance Standards
Task	Number of Deliverables				Duration of each Deliverable	Number of Participants Received Services/Training		
	English	English or Spanish	Spanish	Total				
Presentations at PS-MAPP classes	40	2	8	50	30-45 minutes	900 PS-MAPP Participants	Review of record of each presentation provided (date, location, and names of presenters) submitted to CPM within ten (10) work days of presentation.	If CONTRACTOR receives a written notice for non-compliance with SOW, CONTRACTOR shall submit to the COUNTY, within five business days from receipt of such written notice, a written Corrective Action Plan, which shall contain an explanation of the problem, and plan for correcting the problem, which is subject to County approval.  In addition to other remedies, the County may terminate this contract in accordance with Section 56.0, Termination for Contractor's Default, if in the judgment of CPM, Contractor has materially breached or non-compliance with the SOW. In this instance, Contractor shall submit within 48 hours a corrective plan to the CPM for review and approval.
Case Consultations	12	As needed	As needed	12	2 hours	12 special need children who are available for adoption	Review of case consultation reports submitted to CPM within thirty (30) days of consultation.	
Pre-Adoption Training Series (1 series = 3 modules)	4 training series	1 training series	1 training series	6 training series	9 hours	150 trainees	Review of attendance records on a quarterly basis.	
Therapeutic Grief Intervention for Concurrent Planning Families	12 group TGI 12 individual TGI	As needed	As needed	12 group TGI 12 individual TGI	90 minutes for group TGI 50 minutes for individual TGI	12 individual prospective adoptive parents	Review of sign-in sheets for families received TGI services	
Multi-disciplinary Services at no cost to families who complete the P&S training (SOW Section 14.0)	As needed	As needed	As needed	As needed	As determined by Contractor in consultation with CPM	All families who meet the requirements and request the services	Review of sign-in sheets for families received the services	



## PERFORMANCE OUTCOME GOALS

### TARGET GROUP:

- Prospective adoptive families who are attending the DCFS PS-MAPP classes and are considering adopting a child from the Los Angeles County foster care system.
- Children between the ages of 0-17 with special needs and that are in need of an adoptive family. These children need to be fully assessed in order to determine what it would take for an adoptive parent to meet their needs.
- Prospective adoptive families (families in Transition) that need support due to the loss of or potential loss of a child that has been transitioned out of the prospective adoptive parents' home for the purposes of reunification or to be placed with a relative or sibling.

### GOAL:

- Increase the number of families that pursue adoption, increase permanency for children and reduce adoption disruptions, and increase the number of families in transition who agree to or have taken another foster child into their care.

### OUTCOME:

- Families will decide to complete their family assessment and pursue adoption of a child and fewer families will have disrupted adoptive placements
- Children will be fully assessed increasing their opportunity to be adopted
- Families in transition remain foster parents and agree to or have parented another foster child.

COUNTY'S OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION AND MONITORING METHOD
Families that take P&S training will be more likely to complete their Family Assessment than those who do not.	At least 50 families known to the CONTRACTOR who have completed or complete the P&S training modules during the current contract period will complete their Family Assessment.	Year-end report that indicates the number and names of families known to the CONTRACTOR who completed their Family Assessment during the year.
Children who receive a full consultation through the P&S program will be matched with a family.	At least 50% of the children evaluated will be matched to a permanent family.	P&S liaison will track the permanency outcomes of all children evaluated through the consultations.

## PERFORMANCE OUTCOME GOALS

COUNTY'S OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION AND MONITORING METHOD
Fewer families will choose to disrupt their adoptive placement.	50% of families who commit to foster-adopt or adoptive placement through the CONTRACTOR's assessment/consultations will still be proceeding with the adoption.	Year-end report that identifies the number and names of families who were still proceeding or had completed their adoption
Families in transition will participate in individual or group therapy through the Therapeutic Grief Intervention program.	Contractor will provide twice a month support group and/or individual therapy to a total of 12 families per year to specifically address the issues of being a family in transition experiencing loss and grief or potential loss issues.	Year-end report that indicates the number and names of families have participated in group or individual therapy.
Families who participate in Therapeutic Grief Intervention agree to take or have taken another child into their care.	80% of the families in transition will agree to or have taken another foster child into their care.	Year-end report that indicates the number of families who have listed themselves as available to take another child or have taken another child into their care after they have participated in the program.

## USER COMPLAINT REPORT

### PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN WITH SPECIAL NEEDS

This form is to be used by DCFS users of Preparation and Support for Families Adopting Children with Special Needs services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report:	DCFS User Name:
DCFS Office Address:	
Phone No.	E-mail Address:
Date(s) of Incident(s):	

Below, please check the appropriate boxes and explain each incident separately:

- ☐ Contractor is not responding to messages.
- ☐ Contractor is/was not available or not responding to messages.
- ☐ Contractor making staff changes without notification to the County.
- ☐ Illegal or inappropriate behavior by Contractor.
- ☐ Contractor is/or has not been submitting reports or maintaining records as required.
- ☐ Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Other (describe):

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